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MICHAEL D. BATTAGLIA
RECORDER OF DEEDS
NEW CASTLE CO.

Tax Parcel No.: 10-011.00.033

Prepared by: Connectiv Communications, Inc.
Christiana Building
P. O. Box 6066
University Plaza
Newark, DE 19714-6066Return to: Connectiv Communications, Inc.
Christiana Building
P. O. Box 6066
University Plaza
Newark, DE 19714-6066

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 7th day of February, 1998, between DELAWARE SOLID WASTE AUTHORITY ("Grantor") and CONNECTIV COMMUNICATIONS, INC., a corporation of the State of Delaware ("CCI"),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State/Commonwealth of Delaware, the County of New Castle, which land abuts on CR 370 (Lambsons Lane), New Castle Hundred, the land having been granted to Grantor by City of Wilmington by deed/will dated 7-30-80, which is recorded in (Liber) 1111, (Folio) 0278.

For and in consideration of the payment by CCI of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to CCI a perpetual easement and right of way and agrees as follows:

1. CCI shall have the right to install, operate, maintain, add to, expand, relocate and remove its COMMUNICATION, and other appropriate facilities, and accessories and appurtenances thereto to extend CCI's systems and to provide services to CCI's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under, and across Grantor's land which may become necessary to provide such services as shown on attached, preliminary drawing D-07-06-97. A Ramseah C. Batta Associates as built Drawing 87226-A-11851 will follow installation.
2. The facilities installed pursuant to this agreement shall remain the property of CCI and all maintenance, repairs and removals of said facilities shall be the responsibility of CCI.
3. CCI shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of CCI's facilities.
4. CCI shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of CCI.

NCC 04A 1358N01798 096

\$00 ST

NCC 04A 1358N01798 096

\$00 NC

See Plot Plan No. 13702

5/33265

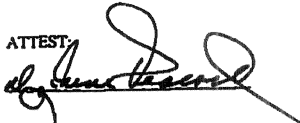
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that CCI shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. CCI agrees to indemnify and hold harmless the Grantor from and against all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from CCI's use of the easement and right of way granted hereunder. In any and all claims against the Grantor by any employee of CCI or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any one or more of them may be liable, the indemnification obligation of CCI hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation, or benefits payable by or for CCI or any subcontractor under the Workman's Compensation Act or any disability benefit acts or other employee benefit acts of the State of Delaware.
9. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and CCI and their respective heirs, personal representatives, administrators, successors and assigns.
10. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1,500.00
11. CCI's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of CCI, I certify that this document was prepared by CCI.

William F. Gibbons Jr.
 Name: William F. Gibbons Jr.
 Title: Senior Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

ATTEST:

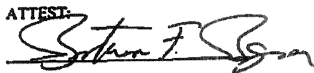


DELAWARE SOLID WASTE AUTHORITY

BY:

N. C. Vasuki
 Chief Executive Officer

ATTEST:



CONNECTIV COMMUNICATIONS, INC.

BY:

L. Laird Levison
 Vice President & COO

wfg:fah:gibbons:connectiv:delaware
 1/14/98

BK2541PG0195

STATE OF DELAWARE

)
) SS

COUNTY OF KENT

BE IT REMEMBERED, that on this 20th day of January, 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, N.C. VASUKI, Chief Executive Officer of Delaware Solid Waste Authority, a body politic and corporate constituting an instrumentality of the State of Delaware, party to this Indenture, known to me personally to be such and he acknowledged this Indenture to be his act and deed and the act and deed of said Delaware Solid Waste Authority.

GIVEN under my Hand and Seal of office, the day and year aforesaid.



Jodie H. Slen
Notary Name
My Commission Expires: 6/22/99

STATE OR COMMONWEALTH OF

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) SS

COUNTY OF

BE IT REMEMBERED, that on this 17th day of FEBRUARY, 1998, personally came before me, a notary public, the within named Grantor, LL LEVISON, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her/his/said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: _____

WILLIAM F. GIBBONS, JR.
NOTARY PUBLIC - DELAWARE
My Commission Expires Feb. 7, 2002

William F. Gibbons, Jr.
Print Name: _____
Notary Public

See Plot Plan to #13762